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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

NETWORK SHIPPING LTD./COOL CARRIERS AB (CCSG)
SPACE CHARTER AND SAILING AGREEMENT
FMC Agreement No.

NETWORK SHIPPING LTD. /COOL CARRIERS AB (CCSG)
SPACE CHARTER AGREEMENT

A Space Charter Agreement

FMC Agreement No. **012416**

AGREEMENT TYPE: SPACE CHARTER AGREEMENT

CURRENT EXPIRATION DATE: 1 YEAR FROM EFFECTIVE DATE

ORIGINAL EFFECTIVE DATE:



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Article 1: Full Name of the Agreement

The full name of this Agreement is the Network Shipping LTD. / Cool Carriers AB Space Charter and Sailing Agreement.

Article 2: Purpose of the Agreement

The purpose of this Agreement is the charter of vessel space by Cool Carriers AB (CCSG) from Network Shipping (NQSH) within the geographic scope set forth in Article 4.

Article 3: Parties to the Agreement

The following are the respective names and addresses of the principal offices of the Parties to this Agreement:

NETWORK SHIPPING LTD. ("NQSH")
241 Sevilla Ave
Coral Gables, FL 33134

COOL CARRIERS AB ("CCSG")
Katarinavägen 17, SE-116 45
STOCKHOLM, SWEDEN

Article 4: Geographic Scope of the Agreement

The geographic scope of the Agreement shall cover the trade between the Port of Hueneme California, U.S. to various ports in Ecuador. The geographic scope of the Agreement shall also cover the trade between the Port Gloucester New Jersey, U.S. to various ports in Costa Rica. The foregoing geographic scope is hereinafter referred to as "the Trade".



Article 5: Overview of Agreement Authority

5.1 CCSG shall rent container spaces on vessels under NQSH's administration for the carriage of empty refrigerated units, on an as needed, as available basis in the Trade, provided that NQSH agrees to provide space for movement of CCSG empty containers. The freight terms for this service are liner-in liner-out (LILO). NQSH shall not be liable for non-performance under this Agreement. NQSH shall be under no liability under this Agreement for any loss, damage or injury, whether direct or indirect, howsoever arising other than liability for death or personal injury resulting from NQSH's gross negligence or intentional misconduct. NQSH shall have no liability under this Agreement for loss of profit, revenue, goodwill or for any indirect or consequential damages. Should CCSG fail to pay any amount due to NQSH by the due date then, without prejudice to any other rights or remedies available to NQSH, NQSH may charge CCSG interest (both before and after any judgment) on the amount unpaid at the rate of 12 per cent per annum or, if less, the maximum rate allowed by law, from the date the payment became due until the date actual payment is made and CCSG shall be liable for all costs and expenses, including, without limitation, reasonable attorneys' fees and costs of litigation, incurred by NQSH in endeavoring to collect payment from CCSG. CCSG agrees to protect, indemnify and hold NQSH harmless from and against any claim, action or proceeding and any and all damages, fines, penalties or liabilities of any kind including all expenses, attorney's fees and other costs associated therewith, arising from or in connection with CCSG's non-compliance of any provision(s) of this agreement. In the event the Shipper fails to ship containers for which it has rented space from NQSH, CCSG shall owe and agrees to pay NQSH liquidated damages in the form of a deficit freight charge for each container it has so failed to ship. Shipper is required to pay Carrier all deficit freight charges within thirty (30) days after the end of the Contract Effective Period of this service contract.

5.2 CCSG may not sub-charter space made available to it hereunder without the prior written consent of NQSH and subject to FMC prior approval.

5.3 The Parties are authorized to discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time.

5.4 Pursuant to 46 C.F.R. § 535.408(b), any further agreement contemplated herein cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended, except to the extent that such agreement concerns routine operational or administrative matters.

5.5 The parties agree that they are independent contractors, each without the power or authority to bind, contract or commit the other, and they will always represent themselves to any third parties only as an independent contractor without such power or authority. The Parties are not, and nothing in this Agreement shall be interpreted or construed that the Parties are, partners, joint venturers, co-owners, agents of one another or otherwise participants in a joint or common undertaking.



5.6 CCSG shall comply with all laws, regulations, requirements, directions or notices of customs, port and other authorities, and any consequence to this Agreement resulting from its non-compliance with applicable laws will be borne in full by it. Shipping records covering this agreement shall be maintained by CCSG. Such records are to be forwarded to the Carrier. The terms and conditions of NQSH's Bill of Lading covering individual shipments shall apply to shipments hereunder and, to the extent that such Bills of Lading are in conflict with this contract, the individual Bills of Lading shall prevail.

Article 6: Officials of the Agreement and Delegations of Authority

The following shall have the authority to sign and file this agreement with the Federal Maritime Commission and any modification and to delegate the same:

- (a) Any authorized officer or official of a Party

Article 7: Membership, Withdrawal, Readmission and Expulsion

- 7.1 Any Party may resign upon not less than 30 days' advance written notice to the other Party provided however that CCSG shall pay any amount(s) due to NQSH under this Agreement on or before the due date for such payment or such resignation becoming effective, whichever is earlier in time.
- 7.2 Membership is limited to the Parties hereto.

Article 8: Duration and Termination of the Agreement

8.1 The Agreement shall take effect on the date it becomes effective under the Shipping Act of 1984, as amended, and the date any other governmental approvals may be required have been obtained. Under no circumstances shall the effective date of this Agreement be earlier than the effective date under the Shipping Act of 1984, as amended.

8.2 This Agreement shall remain in effect until terminated by either Party upon thirty (30) days' prior written notice to the other Party. The Federal Maritime Commission shall be promptly notified in writing if this agreement is terminated.

8.3 The Agreement shall remain in effect for 1 year from the effective date.



Article 9: Applicable Law

The interpretation of this contract and any adjudication of a claim made by either party hereto arising from the performance under this contract shall be subject to the admiralty and maritime laws of the United States of America and to the extent that there is no applicable federal admiralty and maritime law then to the laws of the State of New York, save for the conflicts of law provisions of New York State law. The parties agree that any dispute over the interpretation of the terms of this contract or arising from the performance of this contract will be referred to the United States District Court for the Southern District of New York, sitting in Manhattan, New York and said court shall have exclusive jurisdiction. In the event that it is determined by a judge of said court that said court lacks subject matter jurisdiction over such dispute, then the parties shall submit any dispute to the exclusive jurisdiction of the Supreme Court of the State of New York, New York County. The parties hereto agree to consent to the personal jurisdiction of said courts and agree to waive any defense of lack of personal jurisdiction. The parties further agree that this contract represents the full and final agreement of the parties and that any amendment to this contract must be in writing, signed by both parties. Should any term of this contract be found to be invalid, the remaining terms shall remain.

Should any portion of this agreement be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the parties as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction and this Agreement shall not otherwise be affected.

The terms and provisions of this agreement shall constitute the entire agreement between the parties and shall supersede all previous communications, representations, agreements or understandings, either oral or written, between the parties with respect to the subject matter hereof. No agreement or understanding amending or varying this agreement shall be binding upon either Party hereto unless set forth in writing and signed by the Party to be charged.

Article 10: Force Majeure

Where the performance of a Party in whole or in part is prevented by circumstances beyond that Party's reasonable control, such as but not limited to hostilities or the imminence thereof, act of public enemies, terrorism or terrorist acts or compliance with any compulsorily applicable law or governmental directive, boycott against flag, political ban, epidemic, port congestion, or unusual severe weather which can cause operational hindrance or any other event whatsoever which render the Agreement wholly or substantially impracticable, the Agreement shall not thereby be terminated, but the performance thereof shall be suspended (in whole or in part as appropriate) until such time as the performance thereof is again practicable, without prejudice to any rights, liabilities and obligations accrued at the date of suspension. The Parties shall cooperate to ameliorate the effect of any such events.



Article 11: Notices

All notices and other communications pertaining to the Agreement, except as the Parties may otherwise provide, shall be sent by airmail, postage prepaid and addressed as follows:

**NETWORK SHIPPING LTD.
241 Sevilla Ave
11th Floor
Coral Gables, FL 33134
United States of America
Email: SMontero1@FreshDelmonte.com
Tel: 305-520-8248
Fax: 305-520-8206**

**COOL CARRIERS AB ("CCSG")
Katarinavägen 17, SE-116 45
STOCKHOLM, SWEDEN**

gel -

SIGNATURE PAGE

IN WITNESS HEREOF, the undersigned have executed this Agreement as of:

Dated: May 23, 2016

Network Shipping Ltd.

By: 

Name: Helmuth A. Luty

Title: Vice President Shipping Operations

By: 

Name: Tim Albano

Title: Vice President North American Shipping Operations

FB 5/23/16

Cool Carriers AB

By: 

Name: Glenn Selling

Title: Chief Executive Officer